



Illinois Department of Transportation

Office of Finance and Administration
2300 South Dirksen Parkway / Springfield, Illinois / 62764

REQUEST FOR PROPOSALS (RFP) 14-1-DPIT ADDENDUM No. #12 Multi-State Locomotive Procurement

The purpose of this addendum is to provide a revised CER 2.3 form and to transmit “Questions and Answers Set #7” which completes the responses to open questions. All other terms and conditions of the original RFP Notice and any addenda are unchanged. IDOT will continue to publish addenda to provide responses to vendor questions and additional information as required. Please check the Illinois Transportation Bulletin daily.

Email Solicitation Contact Dante Watson at
Dante.Watson@Illinois.gov for questions concerning this
addendum and the RFP.

November 15, 2013



Questions and Answer Set #7

| | | |
|-----|--|---|
| 261 | <p>Proposer requests clarification as to which forms and certificates are required from Subcontractors at time of Final Offer submittal. Please indicate which of the forms/certificates below, or any others, are required.</p> <p>Attachment FF-1 - Subcontractor Disclosure (without cost/payment information)</p> <p>Attachment FF-2 Subcontractor Disclosures (with cost/payment information)</p> <p>Attachment GG - Standard Certifications</p> <p>State Board of Elections Registration/Certificate</p> <p>Authorized to Do Business in Illinois Certificate</p> <p>Attachment HH – Financial Disclosures and Conflict of Interest</p> <p>CER 2.3: Debarment and Suspension Certification (lower-tier covered transactions)</p> <p>CER 2.5: Lobbying</p> | <p>See Addendum 9 Q and A Number 228 for information on State of Illinois forms. Further information to that response is as below.</p> <p>Federal Form CER 2.3 is required to be included in the Final Proposal. Reference the revised CER 2.3 form posted with this addendum.</p> <p>Federal Form CER 2.5 is not required to be part of the Final Proposal. That provision can be included in the executed subcontract. Also, please note that Federal Form CER 2.5 applies to subcontractors with a value of \$100,000 or more. See 31 U.S.C. 1352.</p> |
| 262 | <p>Attachment EE, Appendix B, Section 5.a. Accounting Records, Addendum No. 6, Q&A 179 & 196. Proposer does not maintain a FARS CAS compliant accounting system. Instead, the Proposer uses a sophisticated project accounting system that should allow for substantial audit by the agency. However, the Proposer does not support DCAA audits and its systems, overhead rates, and allocation methods are not based on FARS cost accounting standards. While they may be similar, they are not the same. Changing the Proposer's accounting policies and systems would represent a substantial cost and impact to the Proposer's business. Please allow the Contractor to utilize its current FASB, GAAP, SOX compliant accounting system. Please allow that future required changes to the Contractor accounting system will be out of scope.</p> | <p>The Offeror's obligation under this provision is not a requirement that the Offeror's accounting system comply with FARS CAS. Rather, the Offeror's obligation is to provide the JPE sufficient information for the JPE to submit reports to the FRA regarding allowable costs.</p> |



Illinois Department of Transportation

Office of Finance and Administration
2300 South Dirksen Parkway / Springfield, Illinois / 62764

| | | |
|-----|--|--|
| 263 | <p>Attachment DD. The retention of intellectual property created under the contract is an imperative to maintain competitive advantages in the industry based on our existing intellectual property portfolio. The JPE will have the necessary licenses to use the IP in the operation, maintenance and repair of its locomotives. Proposer requests that the following language be included in the RFP and Contract Documents: "Any and all intellectual property delivered or developed during the course of the performance of the Master Agreement and any Ordering Agreement shall remain the sole and exclusive property of the Contractor. The Contractor shall, however, grant to the applicable JPE a royalty free, perpetual, non-exclusive, non-transferrable license to use any such intellectual property."</p> | <p>The RFP contains the terms and conditions under which IDOT and Caltrans expect to enter into contract. Modifications to the terms and conditions are not viewed favorably.</p> <p>The purpose of this clause is to ensure the availability of necessary intellectual property or subject data to continue locomotive operation. Please also note that Attachment DD, Section 10 is subject to Attachment EE - Appendix B.</p> |
|-----|--|--|